APPENDIX A

GUARANTY

This GUARANTY is made as of the 16th day of September, 1994 by MASSACHUSETTS AUTO GROUP LTD. d/b/a BISHAY ISUZU, a Massachusetts corporation with an address of 75 Providence Highway, Walpole, Massachusetts and U.S. AUTO EXCHANGE GROUP LTD., a Massachusetts corporation with an address of 75 Providence Highway, Walpole, Massachusetts and 1095 Commonwealth Avenue Corp, a Massachusetts corporation with an address of 75 Providence Highway, Walpole, Massachusetts (collectively the "Guarantor"), for the purpose of inducing CITIZENS BANK OF MASSACHUSETTS, a banking institution with an address of 55 Summer Street, Boston, Massachusetts (the "Lender"), to amend the terms of a loan in the current principal amount of Two Million Three Hundred and Thirty Thousand Six Hundred Sixty DOLLARS ($2,330,660) (the "Loan") to Bahig F. Bishay, an individual with a principal place of business at 75 Providence Highway, Walpole, Massachusetts 02032, (the "Borrower"). The Loan is evidenced by a demand promissory note (the "Note") of the Borrower dated June 8, 1988 in the original principal amount of $2,560,000 and a Credit Agreement (the "Credit Agreement") dated June 8, 1988, between Neworld Bank, predecessor to Lender, and Borrower and is secured by a (i) a Mortgage and Security Agreement (the "Bishay Mortgage") dated June 8, 1988, between the Borrower and the Bank relating to a property at 75 Providence Highway, Walpole, Massachusetts; (ii) a Guaranty (the "Company Guaranty") dated June 8, 1988, by Bishay Motors and Leasing, Inc. (formerly known as Bishay Motors, Inc.) (the "Company"); (iii) a Security Agreement (the "Security Agreement") dated June 8, 1988 between the Company and the Bank; (iv) a Guaranty (the "Post Guaranty") dated August 27, 1990 by Bahig F. Bishay, Trustee of Old Post Road Realty Trust; (v) a Mort-

gage (the "Post Mortgage") dated August 27, 1990 relating to a parcel of registered land in Sharon and Walpole, Massachusetts on Old Post Road; (vi) a Guaranty (the "Commonwealth Guaranty") dated August 27, 1990 by Bahig F. Bishay, Trustee of Commonwealth Realty Trust; and (vii) a Mortgage (the "Commonwealth Mortgage") dated August 27, 1990, relating to eight (8) parcels of land on or near Commonwealth Avenue, Boston, Massachusetts. The Credit Agreement, Note, Bishay Mortgage, Company Guaranty, Security Agreement, Post Guaranty, Post Mortgage, Commonwealth Guaranty, Commonwealth Mortgage, all as amended, including, without limitation, by letters dated March 15, 1991, October 16, 1991, October 23, 1991, December 27, 1991, July 8, 1992, December 30, 1992, August 10, 1993, September 13, 1993, November 1, 1993 and July 27, 1994, and all other instruments, whether now existing or hereafter arising, executed in connection with the Loan or any extension or modification thereof or submitted to Lender are collectively referred to herein as the "Loan Documents."

In consideration of the foregoing, each of the undersigned agrees:

1. Guaranty. Each Guarantor, jointly and severally, unconditionally guarantees to Lender prompt and full payment and performance when due of all of the Borrower's present and future indebtedness and obligations under the Loan Documents. All such indebtedness and obligations are referred to in this Guaranty as the "Obligations." Each Guarantor's liability hereunder is direct and unconditional and may be enforced after nonpayment or nonperformance by the Borrower of any of the Obligations without requiring Lender to resort to any other person or entity (including, without limitation, the Borrower) or any other right, remedy or collateral.

2. Rights of Lender. Each Guarantor authorizes Lender to alter at any time, in Lender's discretion, any of the terms of

the Obligations, to take and to hold any security for the Obligations and to accept additional or substituted security, to subordinate, compromise or release any security, to release the Borrower from its liability for all or any part of the Obligations, to release any Guarantor hereunder or to substitute or add one or more guarantors or endorsers hereunder, and to assign this Guaranty in whole or in part. Lender may take any and all of the foregoing actions upon such terms and conditions as Lender may elect, without giving notice to any Guarantor or obtaining the consent of any Guarantor and without affecting the liability of any Guarantor to Lender.

3. Joint, Several and Independent Liability. The obligations of each Guarantor under this Guaranty are joint and several and independent of the obligations of the Borrower. Lender may release or settle with the Borrower or any Guarantor at any time without affecting the continuing liability of any Guarantor. Lender may proceed against any Guarantor under this Guaranty without first proceeding against the Borrower, against any other Guarantor or any other person or any security held by Lender and without pursuing any other remedy. Lender's rights under this Guaranty will not be altered or exhausted by any action by Lender until all of the Obligations have been paid, performed and satisfied in full.

4. Waiver of Indulgence. Automatic Reinstatement of Guaranty. Each Guarantor waives notice of acceptance of this Guaranty and all presentment, demand, protest, notice of protest and notices of default or dishonor of any note or other obligation guaranteed hereby and all other suretyship defenses generally. No extension of time or other indulgence or release of liability or collateral granted by Lender to the Borrower or to any Guarantor will release or affect the obligations of the Guarantor hereunder and no act, omission or delay on the part of Lender in exercising any rights hereunder or in taking any action to collect or enforce payment or performance of any of the Obligations shall be a waiver of any

such right or release or affect the Obligations. This Guaranty shall not be impaired by any bankruptcy, insolvency, arrangement, assignment for the benefit of creditors, reorganization or other debtor relief proceedings under any federal or state law, whether now existing or hereafter enacted, with respect to Borrower or any Guarantor or if for any other reason Borrower or any other Guarantor has no legal obligation to discharge any of the Obligations. Each Guarantor agrees that to the extent Borrower makes any payment or payments to Lender which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required, for any of the foregoing reasons or for any other reason, to be repaid or paid over to a custodian, trustee, receiver, or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the Obligations or part thereof intended to be satisfied shall be automatically revived and continue in full force and effect as though such payment had not been made and Guarantor shall be primarily liable for the Obligations. Guarantor shall have no authority to revoke this Guaranty, but if any such revocation shall be deemed to have occurred by operation of law or otherwise, the provisions of this Guaranty shall continue to apply notwithstanding such revocation to the maximum extent permissible under applicable laws.

5. Subordination of Rights. Each Guarantor covenants and agrees that any indebtedness of the Borrower to Guarantor, whether arising from payments made by the Guarantor pursuant to this Guaranty or otherwise, is hereby subordinated to the Obligations and that after any default under the Note or any of the other Loan Documents, each Guarantor shall hold any funds received from Borrower in trust for Lender to satisfy the Obligations. This subordination of the indebtedness and other obligations shall continue until all of the Obligations have been paid, performed and satisfied in full. Nothing in this Section shall prevent any Guarantor

from enforcing and collecting any obligation owed to such Guarantor by the Borrower prior to a default under the Note or after the Obligations have been paid, performed and satisfied in full.

6. Waiver of Subrogation. Each Guarantor hereby waives any right of subrogation with respect to any claim of Lender against Borrower which is satisfied by payment or performance rendered by Guarantor.

7. Default. Lender may declare all of the Guarantors in default under this Guaranty if any Guarantor fails to perform any of its obligations under this Guaranty or under any other guaranty given to Lender in connection with the Loan, or becomes the subject of any bankruptcy, insolvency, assignment for the benefit of creditors, arrangement, reorganization, or other debtor relief proceeding under any federal or state law, whether now existing or hereafter enacted.

8. Delay: Cumulative Remedies. No delay or failure by the Lender to exercise any right or remedy against the Borrower or any Guarantor will be construed as a waiver of that right or remedy. All remedies of Lender against the Borrower and each Guarantor are cumulative.

9. Expenses of Collection. Each Guarantor shall pay to Lender on demand any and all expenses paid or incurred by Lender, including reasonable attorneys' fees and disbursements, in connection with the collection or enforcement of the Obligations or this Guaranty. Until paid to Lender, such sums will bear interest at the default rate set forth in the Note.

10. Entire Agreement. The whole of this Guaranty is set forth herein, and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the parties to be charged.

11. Interpretation and Binding Effect. If any provision of this Guaranty shall be held to be prohibited or invalid under

applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. This Guaranty shall be governed and construed pursuant to laws of The Commonwealth of Massachusetts and shall take effect as a sealed instrument and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

MASSACHUSETTS AUTO GROUP LTD. d/b/a BISHAY ISUZU,

/s/ Judith R. Pike
Witness

By /s/ Bahig F. Bishay
Bahig F. Bishay
President and Treasurer

U.S. AUTO EXCHANGE GROUP LTD.,

/s/ Judith R. Pike
Witness

By /s/ Bahig F. Bishay
Bahig F. Bishay
President and Treasurer

1095 COMMONWEALTH AVENUE CORP.

/s/ Judith R. Pike
Witness

By /s/ Bahig F. Bishay
Bahig F. Bishay
President and Treasurer

APPENDIX B

[LOGO] FIRST FINANCIAL

September 21, 1995

Dear Bahig:

Richard and I enjoyed meeting with you yesterday. Most of my deals are smaller residential deals. Most of Richard's are development deals with equity participation.

We would suggest the following:

1. We would lend you a minimum of $1.5MM up to a maximum of $3MM.

2. We would charge 12% interest with 3 points. Payments would be interest only. No prepayment penalty.

3. We would receive warrants (with anti-dilution provisions) on a minimum of 2% of the stock at 1/3 public offering price (or a comparable value if no public offering). The number of warrants would increase prorate up to 3% if we lent the entire $3MM. The warrants would be exercisable for 3 years.

4. We can be flexible about the term.

5. We would require collateral such that we are confident the collateral equals 200% of the loan amount.

Your paying us with warrants is consistent with your aim of tying your costs to your revenues—such as your outsourcing many of your activities. This keeps you from stranging on fees and overhead.

Please contact me with any questions.

I look forward to speaking with you soon. Have fun in Chicago.

Dan Jacobson /s/
cc: Mark Robinson, VIMAC

APPENDIX C

[RFP LOGO]

November 1, 1995

Via Facsimile
(617) 783-5000

B. Bishay
President
U.S. Auto Exchange
1095 Commonwealth Avenue
Boston, MA 02215

Re: Realty Financial Partners Limited Partnership

Dear Mr. Bishay:

In furtherance of our discussions regarding the refinancing of your existing debt with Citizens Bank ("Citizens"), I am writing to outline very general terms and conditions under which Realty Financial Partners Limited Partnership ("RFP") would underwrite the refinancing of your Citizens debt. As we have not had any substantive discussions about the specifics of this transaction, underlying collateral, and deal structure, it is difficult to be any more specific at this time. Further, without a complete underwriting of the transaction, it is impossible to quote required returns or collateral required prior to outlining any specific terms. However, in the interest of giving you a general overview I offer the following:

General: RFP can advance up to $1.5 million to be secured with first mortgage liens on real estate collateral. Generally, RFP acquires the existing underlying loan documents and agrees to new business terms with the Borrower through a newly executed forbearance agreement between Borrower and RFP. Since the Citizens loan would apparently be bifurcated between two lenders, new loan documents will likely have to be executed.

Structure: Borrower shall hold title to the properties in a single asset corporation or partnership with a corporate general partner, whose by-laws shall provide for (i) a director to be appointed by RFP and (ii) unanimous consent by the Board of Directors to place the Borrower into bankruptcy. The Borrower shall further place the deeds to the property in escrow subject to default provisions as outlined.

Collateral Value: RFP may advance up to 85% of its estimated collateral value on income producing property. RFP will review its own collateral valuations as part of its due diligence process.

Debt Service: RFP will require current debt service payments of 12% with a yield enhancement mechanism to receive a minimum annual return of 20% on an IRR basis. Yield requirements are entirely driven by the underwriting of the transaction. RFP typically receives its yield enhancement through the recovery of a portion of the discounted face value of the underlying obligation purchased by RFP.

Real Estate Taxes: All taxes must be paid currently, and current taxes escrowed on each collateral property.

Closing Costs: Borrower shall pay all of RFP's out-of-pocket costs associated with this transaction.

Recourse: Non-recourse except for standard industry carve-outs (i.e., environmental, fraud, etc.) and any bankruptcy filing on behalf of Borrower.

Conditions: Closing shall be conditioned upon satisfactory completion of RFP's due diligence RFP Partners' approval, and acceptable loan documentation.

Commitment Deposit: A $20,000 good faith deposit shall be required with the commitment letter to complete RFP's legal due diligence and any other out-of-pocket due diligence costs. This deposit, less any out-of-pocket costs, shall be returned in the event this transaction does not close.

Closing Date: A closing date shall be set ten (10) business days from RFP receiving a $25,000 funding deposit from Borrower. Said deposit shall be returned to Borrower at the closing of the transaction but shall be non-refundable in the event the transaction does not close for any reason other than a default by RFP.

After you have had the opportunity to review the same, please call so we can discuss the transaction in further detail.

Sincerely,

/s/ Michael J. Walton
Michael J. Walton
Senior Vice President

cc: Mr. Stephen Brackett

APPENDIX D

HAYMARKET BANK
FANEUIL HALL
BOSTON

November 6, 1995

Mr. Bahig Bishay
U.S. Auto Exchange
1095 Commonwealth Avenue
Boston, MA 02215

Dear Mr. Bishay:

Please be advised that at a recent meeting of our Board of Directors, it was voted to grant to you a loan of 1.5 million dollars under certain terms and conditions previously discussed with you. As I have explained, of paramount importance was Haymarket being able to purchase your current obligation from Citizen's Bank at a discount of no less than 10%.

As Citizen's is not at all interested in granting a discount, I'm afraid our approval is no longer valid. However, I plan to discuss with the Board, your amended loan request at its meeting of November 21, 1995. I shall call you the following day.

Very truly yours,

/s/ Richard J. Kennedy
Richard J. Kennedy
Executive Vice-President

APPENDIX E

SEEGEL ROBINSON & LIPSHUTZ, P.C.
ATTORNEYS AT LAW
WELLESLEY OFFICE PARK
20 WILLIAM STREET
WELLESLEY, MASSACHUSETTS 02181
TELEPHONE: (617) 287-4400
FAX: (617) 235-9300

November 9, 1995

Steven J. Mastrovich, Esq.
Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, MA 02111

Re: Bahig F. Bishay/Citizens

Dear Steve:

I am writing to confirm one point.

Citizens is in the process of determining and confirming to Bahig exactly the amount that Citizens claims pursuant to the note and loan documents.

Assume that the amount as of a particular date is $X and that on that particular date (and with appropriate Bankruptcy Court approval) a closing occurs with a source of financing that provides for $x to be paid to Citizens upon recording.

Please confirm that Citizens will deliver at the closing: (1) Bahig's original note and all original guarantees, and (2) releases, discharges and all other proper and customary documents necessary to relinquish all the mortgages, liens and security interests that Citizens holds.

Very truly yours,

/s/ Terry
Edward T. Robinson

APPENDIX F

[LOGO] BROWN RUDNICK FREED & GESMER

Edward T. Robinson, Esquire
Seegel, Robinson & Lipshutz, P.C.
20 William Street
Wellesley, MA 02181

November 14, 1995

Re: Citizens Bank/Bahig Bishay

Dear Terry:

Thank you for your letter of November 9, 1995. As we have discussed, Citizens would be pleased to deliver a discharge of all mortgages, collateral documents, guaranties and the like upon full and indefeasible payment of the entire amount of the indebtedness owed to Citizens by Mr. Bishay. Of course, to discharge those liens, Citizens will have to have some reasonable assurance that all of that indebtedness has been indefeasibly paid in full, and that further secured indebtedness will not arise. At this point, given Mr. Bishay's stated intention to being litigation against Citizens relating to Citizens' administration of these loans, and on the assumption that Citizens will incur significant expenses to defend that litigation, Citizens would not have reasonable assurances that the entire indebtedness of Mr. Bishay to Citizens has indefeasibly paid in full unless that litigation has been resolved or Mr. Bishay commits not to bring that litigation and commits, in appropriate legal documents, to do nothing else that would require Citizens to expend legal fees or other costs in connection with this relationship.

If you continue to have any questions on this point, please call me: Thank you.

Very truly yours,

BROWN RUDNICK FREED
& GESMER, P.C.
By: /s/ William R. Baldiga
William R. Baldiga

BEST AVAILABLE COPY

EXHIBIT 18
Denise C. MacKay
Date: 6/17/98

Federal Financial Institutions Examination Council

Board of Governors of the Federal Reserve System
OMB Number: 7100-0036
Federal Deposit Insurance Corporation
OMB Number: 3064-0052
Office of the Comptroller of the Currency
OMB Number: 1557-0081
Expires March 31, 2000

Please refer to page i, Table of Contents, for the required disclosure of estimated burden.

1

Consolidated Reports of Condition and Income for A Bank With Domestic Offices Only and Total Assets of $300 Million or More—FFIEC 032

Report at the close of business September 30, 1997 (970930) (RCRI 9999)

This report is required by law: 12 U.S.C. §324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); and 12 U.S.C. §161 (National banks).

This report form is to be filed by banks with domestic offices only. Banks with foreign offices (as defined in the instructions) must file FFIEC 031.

NOTE: The Reports of Condition and Income must be signed by an authorized officer and the Report of Condition must be attested to by not less than two directors (trustees) for State nonmember banks and three directors for State member and National banks.

I, David S. Anderson, Senior Vice President and Controller
Name and Title of Officer Authorized to Sign Report

of the named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

David S. Anderson
Signature of Officer Authorized to Sign Report

11/20/97
Date of Signature

The Reports of Condition and Income are to be prepared in accordance with Federal regulatory authority instructions.

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Director (Trustee) Lawrence K. Fish

Director (Trustee) Herbert W. Cummings

Director (Trustee) Scott A. Kisting

Submission of Reports

Each bank must prepare its Reports of Condition and Income either:

(a) in automated form and then file the computer data file directly with the banking agencies' collection agent, Electronic Data Systems Corporation (EDS), by modem or on computer diskette; or

(b) in hard-copy (paper) form and arrange for another party to convert the paper report to automated form. That party (if other than EDS) must transmit the bank's computer data file to EDS.

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach this signature page to the hard-copy record of the completed report that the bank places in its files.

FDIC Certificate Number [| | | | |] (RCRI 9050)

CALL NO.: 201 S32 09 30-97
STBK: 25-0305 09801 STCERT: 25-18562
CITIZENS BANK OF MASSACHUSETTS
55 SUMMER STREET
BOSTON, MA 02110

APPENDIX H

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. Superior Court Department
Civil Action No. 95-1312-A

CITIZENS BANK OF MASSACHUSETTS,
Plaintiff

vs

BAHIG BISHAY, INDIVIDUALLY AND AS TRUSTEE OF OLD POST ROAD REALTY TRUST BISHAY MOTORS & LEASING INC., F/K/A BISHAY MOTORS, INC., MASSACHUSETTS AUTO GROUP, D/B/A BISHAY ISUZU, U.S. AUTO EXCHANGE GROUP LTD. AND 1095 COMMONWEALTH AVE. CORP.,
Defendants

DEPOSITION OF: LAWRENCE FISH

Catuogno Court Reporting
10 Commercial Wharf
Boston, MA 02110

June 17, 1998

APPEARANCES:

Representing the Plaintiff:

BROWN, RUDNICK FREED & GESMER, P.C.,
One Financial Center
Boston, Ma 02111
BY: JAMES W. STOLL, ESQ.
(617) 856-8200

Representing the Defendant,

LAW OFFICES OF HAROLD BROWN
66 Long Wharf
Boston, MA 02110
BY: L. MICHAEL HANKES, ESQ.
(617) 720-4200

ALSO PRESENT: Bahig Bishay, Plaintiff
Edward V. Barrett, Sr. Vice President/
Counsel Citizens Bank

* * * *

[22] Q. Okay. And after you—after the Bank of New England failure, where did you go?

A. Well, after the Bank of New England failure, I was asked by the United States Government and the FDIC to run the bank, the bridge bank on their behalf, so I stayed as chairman and chief executive officer working for the FDIC.

Q. Okay.

A. I did that until the summer of 1991 when the bank was sold to Fleet. Then I took time off, did community service work and began my new job at the Citizens Bank in April of 1992.

Q. Okay. And in April of 1992, what was your new job at Citizens Bank?

A. I was president, and I held that job until the late fall of that year when I became chairman and chief executive officer?

Q. At that point in time, you were an officer or director of that bank, correct?

A. I was both.

Q. You were both. And when you say that you were president of Citizens Bank in

* * * *

[137] your statements refusal to and $10 million, and you're asking me to digest a great deal here, which I've really have not had time to—to look at.

Q. The Federal Government imposes reporting requirements on banks for potential liabilities, does it not?

A. Well, our accountants impose that on us. We print certified statements of account.

(Exhibit 18, September 30, 1997 Certified Statement of Account, marked for identification.)

Q. (By Mr. Hankes) Mr. Fish, I'm. going to show you a document which has been marked as Exhibit No. 18 and ask you if that's not one of those certified reports for Citizens Bank of Massachusetts for business closing as of September 30th, 1997.

A. This is a report that we would have submitted, yes.

Q. And as of September 30th, 1997, you signed that as director and in parens trustee, [138] correct?

A. Correct.

Q. Actually, it says as of September 30th, but it's—there's a date of signature appearing on the left-hand side of November 20th, 1997, correct?

A. There is such a date, yes.

Q. All right. Wouldn't this report have to include a potential liability of the $100 million that's claimed by Mr. Bishay in Exhibit No. 17?

MR. STOLL: Is your question, Mike, must it include or did it include it?

MR. HANKES: Shouldn't it include it?

A. Not necessarily.

Q. (By Mr. Hankes) Not necessarily. Does that report as of September 30th, which appears a November 20th date include that potential liability?

A. I don't know. I'd have to read it page by page.

Q. Okay.

* * * *